

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7488378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GET HEAL, INC.	10/22/2021
RECEIVING PARTY DATA	
Name:	HUMANA INNOVATION ENTERPRISES, INC.
Street Address:	500 WEST MAIN STREET
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17342683
Application Number:	17363932
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2128598000
Email:	teas@friedfrank.com
Correspondent Name:	JUSTIN CHARLES C/O FRIED FRANK ET AL
Address Line 1:	1 NEW YORK PLAZA
Address Line 2:	27TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10004
ATTORNEY DOCKET NUMBER:	003003-00134
NAME OF SUBMITTER:	JUSTIN CHARLES
SIGNATURE:	/Justin Charles/
DATE SIGNED:	08/16/2022
Total Attachments: 5	
source=01. Project Hello - Patent Security Agreement (10-22-21)#page1.tif	
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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of October 22, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Humana Innovation Enterprises, Inc., as the Investor on behalf of the Secured Parties (each as defined in the Guaranty and Security Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Investor").

WITNESSETH:

WHEREAS, pursuant to the Financing Agreements (as defined in the Guaranty and Security Agreement), between Get Heal, Inc., a Delaware corporation (the "Company") and the Investor, the Company has issued convertible notes (the "Notes") to the Investor upon the terms and subject to the conditions set forth in the Financing Agreements and the Notes;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 22, 2021 (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Investor as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the applicable Financing Agreement or the Notes issued thereunder, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Investor for the benefit of the Secured Parties, and grants to the Investor a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Investor pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Investor with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GET HEAL, INC.
as Grantor

DocuSigned by:
By: Scott Vertrees
Name: Scott Vertrees
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

HUMANA INNOVATION ENTERPRISES, INC., as the Investor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

GET HEAL, INC.
as Grantor

By: _____
Name: Scott Vertrees
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

HUMANA INNOVATION ENTERPRISES, INC., as the Investor

By: 
Name: Vishal Agrawal, M.D.
Title: Chief Strategy and Corporate Development Officer

**Schedule 1
to
Patent Security Agreement**

App No.	Title	Filing Date	Status	Assignment Status
17/342,683	System and Method of Authenticating Devices for Secure Data Exchange	June 9, 2021	Pending US Patent Application	Assigned to Get Heal, Inc.- Recorded 6/10/21 at Reel 056500 Frame 0491
17/363,932	System and Method of Contacting Devices and Creating a Communication Session	June 30, 2021	Pending US Patent Application	Assigned to Get Heal, Inc.- Recorded 8/10/21 at Reel 057135 Frame 0185